

# County of Maui, Hawaii

## Memorandum of Understanding

*between*

Monsanto Company

*and*

The Mayor's Office, County of Maui

### I. **PARTIES**

The parties to this Memorandum of Understanding (MOU) are Monsanto Company (Monsanto) and the Mayor's Office, County of Maui, hereinafter referred to individually as "Party" and collectively as "the Parties."

### II. **PURPOSE**

The purpose of this MOU is to establish a relationship and dialogue between Monsanto and the Mayor's Office, County of Maui, regarding the agricultural practices and stewardship undertaken by Monsanto in the County of Maui. This MOU is intended to advance public knowledge and foster public dialogue regarding agriculture, the use of agricultural inputs, and crop production practices in the County of Maui. The responsibilities agreed to in this MOU are based on the unique aspects of the County of Maui and are only applicable within the boundaries of the County of Maui.

### III. **RESPONSIBILITIES**

Insofar as practicable and to the extent consistent with all applicable laws and regulations, the Parties will do the following:

(A) Voluntary Reporting: Monsanto will provide to the Mayor's Office, County of Maui, annually, a report regarding Monsanto's agricultural operations in the County of Maui. The report will include the following:

i. **Restricted-Use Pesticides**

1. A list of all agricultural-use restricted-use pesticides (by commercial product name and active ingredient) applied,
2. The total quantity applied of each restricted-use pesticide product, reported in pounds or gallons, or pounds of active ingredient applied, and
3. The number of acres treated with each restricted-use pesticide.

ii. **A description of measures utilized by Monsanto in the County of Maui, including**

1. Restricted-use pesticide stewardship measures identified and undertaken near site-specific stewardship areas.

2. The types of practices taken to control the incidence of airborne visible fugitive dust.
3. Soil conservation measures carried out.
4. Pesticide-use technologies utilized.

- (B) Pesticide-Use Requirements: Monsanto will strictly adhere to all federal and state pesticide-use requirements, including pesticide label requirements applicable under the Federal Insecticide, Fungicide, and Rodenticide Act and any applicable state requirements regarding pesticide use.
- (C) Airborne Visible Fugitive Dust: Monsanto will deploy practices to mitigate the incidence of airborne visible fugitive dust in its agricultural operations.
- (D) Cooperation: The Parties will work cooperatively and in good faith to ensure appropriate, efficient communication in support of the objectives and purposes of this MOU. The Parties will also work cooperatively to achieve reasonable solutions to stewardship issues that may be identified.
- (E) Information Sharing: The Parties will share, on a voluntary basis, information about successes, and barriers to success, with the intent to improve public understanding and education of agricultural practices, and to ensure that the Mayor's Office, County of Maui is appropriately familiar with key aspects of agricultural practices.
- (F) Quarterly Meetings: To achieve the objectives set forth in this MOU, the Parties will meet no less than quarterly.
- (G) Education: Monsanto will provide, as reasonably requested, educational opportunities to County of Maui officials related to the operation of Monsanto's agricultural facilities within the County of Maui.
- (H) Annual Report: Monsanto will deliver, annually, to the Office of the Mayor, County of Hawaii, an Annual Report which will include the voluntary reporting measures set forth in Section III(A) and a summary of other activities carried out pursuant to this MOU. Annual reports will be issued within 60 days of the close of the calendar year.

#### IV. **FINANCIAL TERMS**

This MOU does not impose, or in any way require, any financial or monetary commitments from either Party. The Parties will, at all times, direct, manage, and provide for their own participation in this MOU. Any work, projects, services, or other activities carried out under this MOU involving the transfer of funds, property, services, or anything of value will require a separate written agreement.

V. **RIGHT OF TERMINATION**

This MOU is effective on the last date affixed to the signature of the parties. Either Party may terminate this MOU, in whole or in part, by providing a written 10-day notice to the other Party.

VI. **MODIFICATION**

Any modification or alteration of this MOU must be made in writing and executed by an authorized representative of each Party.

VII. **NO LEGAL RIGHTS, DUTIES, OR OBLIGATIONS CREATED**

The Parties' responsibilities and activities set forth in this MOU are strictly voluntary. Nothing in this MOU or elsewhere shall be construed as establishing a contract (or other legally-binding commitments, duties, or obligations) requiring Monsanto or the Mayor's Office, County of Maui to provide money, goods, or services of any kind to any legal entity. The Parties agree that the responsibilities and activities set forth in this MOU are only applicable in the County of Maui, and that such responsibilities and activities have been specifically tailored to address issues unique to the County of Maui.

Signed, this 8<sup>th</sup> day of November, 2013, by:

FOR the Mayor's Office, County of Maui:



Name:

Mayor of Maui County

Title:

FOR Monsanto Company:



Name: Frederick J. Perlak

Title: Technology and Business Lead, Hawaii